GENERAL TERMS AND CONDITIONS FOR PROVISION OF TELECOMMUNICATIONS SERVICE

DHIRAAGU
Touch Maldives

1 INTRODUCTION, DEFINITIONS & APPLICATION

1.1 This Agreement sets out the duties and responsibilities of both you and Dhivehi Raajeyge Gulhun Plc (Dhiraagu) for the provision and use of Telecommunications Services. You are solely responsible for all access to and use of the Service, including any breach of this Agreement by you or any other user of your Service.

1.2 The words and expressions below shall have the following meanings:
"Account" means a statement or record on which we register the Services, which are to be provided, as well as any charges or credits with regard to those Services, and any other information as may be relevant;
"Agreement" means these terms and conditions including any documents referred to or incorporated herein, the terms on the Dhiraagu Application Form, any additional or varied terms and conditions, as we may notify you from time to time, which relate to the provision of any Service, Equipment and/or Dhiraagu Equipment;
"Bill" means any invoice or statement issued or rendered by us for any charge, fee or other sum stated therein as due or payable to us and/or of the sum or sums or balance due or payable to us in respect of any Service, Equipment and/or Dhiraagu Equipment provided to any Account;
"Card" means the pre-paid vouchers used for voice and or data services which you purchase from us or other authorised agents which you may need to access a Service;
"Call Credits" or "Data Credits" means the value of calls or data remaining on the Card which is available for use by you;
"Contractor" means a third party engaged by us to provide Service on our behalf;
"Customer Equipment" means any equipment or other apparatus which we do not provide under this or any other agreement; including but not limited to, wireless equipment owned by you which is approved for connection to our Network, as well as fixed equipment and internal wiring within the Service Address that connects to our Network;
"Customer Request" means any request, order or instruction made by you to us (whether with respect to any Service, Equipment and/or Dhiraagu Equipment or otherwise);
"Dhiraagu" means Dhivehi Raajjeyge Gulhun Public Limited, whose registered office is located at 19, Medhuziyaraiy Magu, Male'. "Dhiraagu Equipment" means a line, any apparatus, and all other equipment or thing owned by us, which is operated, installed supplied and/or hired out by us to you pursuant to this Agreement, for the provision of any of the Services (including, where the context so admits, any Software installed therein or used by us in conjunction with the operation of such equipment or thing);
"Due Date" means the due date specified in the relevant Bill, or if no such date is specified, the date which is ten (10) days from the date of the Bill;
"Effective Date" means in the case of pre-paid Services, the date when the Services are first used by you, or as specified in the service kit provided by us. In the case of post-paid Services, basic telecommunication Services, Standard Internet Services, as well as hired Equipment and/or Dhiraagu Equipment, the date that this Agreement becomes effective shall be the date that we approve the Dhiraagu Application Form submitted by you.
"Equipment" means the telecommunications equipment that we sell to you and any replacement equipment and/or parts provided by us pursuant to this Agreement, for the provision of any of the Services (including, where the context so admits, any Software installed therein or used by us in conjunction with the operation of such equipment or thing);
"Government" means the government of Maldives and any independent institutions which lawfully exercise authority to control or administers public policy. For avoidance of doubt the definition of Government does not include state owned enterprises or companies or any other commercial ventures initiated or controlled by the government of Maldives.
"Intellectual Property" means all patent, copyright, trademark and other intellectual property subsisting in any Service or any of our Systems or any Equipment and/or Dhiraagu Equipment that we may provide;
"Law" or "Regulation" means the laws of the Republic of Maldives, including all rules and regulations made thereunder and the rules, regulations, codes of practice, guidelines and directions of the CAM (Communications Authority of Maldives) made under or pursuant to any law in force in the Republic of Maldives;
"Network" means the digital communications system provided by Dhiraagu under this Agreement;
"Our Normal Working Hours" means 8:00am to 4.00pm Sunday to Thursday (except public holidays), as may be varied by us from time to time;
"Price List" means our most current price list or tariff sheet of Service, sale or rental of Equipment and/or Dhiraagu Equipment,
"Service" means any telecommunications and/or other services including the means by which we determine to provide the telecommunications and/or other services, which you have ordered from us and which are described in this Agreement and any additional service ordered by you from time to time, as such may be amended under this Agreement;
"Service Number" means any number or alphanumeric symbols or characters assigned by us or selected and bought by you for the purpose of the provision to or utilisation (by you) of any Service, Equipment and/or Dhiraagu Equipment including but not limited to your telephone number, mailbox number, e-mail number or address, network user identity, password and circuit reference number;
"Service Acceptance Form" means the form signed by you at the conclusion of the installation or activation of Services, Equipment and/or Dhiraagu Equipment signifying that the Services, Equipment and/or Dhiraagu Equipment has been installed, tested and is fully functional;
"Service Address" means the address or any subsequent address to which you move which you must provide and notify us of, at which the Equipment and/or Dhiraagu Equipment is installed and/or to which the Services are provided;
"Service Start Date" means the date that the Services are operational;
"Software" means any computer programme, software or other materials installed or provided by or on behalf of us for the purpose of using any Equipment and/or Dhiraagu Equipment or any Service and including any software installed in any Equipment and/ Dhiraagu Equipment;
"System" means our telecommunications system;
"Taxes" means all taxes (including goods and services taxes), duties, levies, and other similar charges (and any related interest and penalties) however designated, imposed under any Law or the law of any jurisdiction outside Maldives with respect to the provision of any Services or on any charges or payment due or payable by you to us;
"us" or "we" or "our" means Dhivehi Raajjeyge Gulhun Plc, its successors in title or assignees;
"you" means the party with whom we make this Agreement and includes a person who we reasonably believe is acting with your authority or knowledge;

1.3 The headings or titles to the clauses in this Agreement are to facilitate reference and shall not be referred to or relied upon in the construction of any provision;

1.4 Where the context so admits, the singular shall include the plural.

1.5 Any reference made to any condition shall be construed as a reference to the condition in these General Terms unless otherwise expressly stated.

1.6 These General Terms in addition to any specific terms contained in any separate agreement for the provision of Services, Equipment and/or Dhiraagu Equipment shall apply to any further Services, Equipment and/or Dhiraagu Equipment provided to you, unless they are specifically excluded. Where there is a conflict or inconsistency any specific terms shall prevail over the provision of the General Terms. Also, any rights conferred to us under these General Terms with respect to any matter or event shall be additional to the rights conferred to us under the specific terms conferred in any separate agreement with you with respect to that matter or event.

1.7 This Agreement shall remain in full force and effect from the Effective Date until terminated pursuant to Clause 12.

2 APPLICATION AND CUSTOMER REQUESTS

2.1 All applications for Services shall be subject to review and acceptance by us of a complete Dhiraagu Application Form. We shall not be liable to use measures beyond our standard practices to verify the accuracy of any information provided by you, nor shall we be obliged to provide or carry out any requests or orders made by you in the absence of any express agreement or confirmation by us.

2.2 We reserve the right to reject your application if we discover that you have an outstanding balance with us from any other Account.

2.3 Any Customer Request which we have agreed or confirmed to provide, or carry out shall be provided and carried out by us subject to these General Terms and any relevant specific terms or such other terms as we may inform you, and within such time or period as we may determine having regard to the circumstances and the resources available. Subject always to the applicable restrictions, limitations and prohibitions in the Law and Regulations, we may, at our discretion, impose and charge, charges at a rate or amount and calculated in a manner as we may determine in respect of any cancellation, amendment or revocation of any Customer Request.

2.4 If you request any deferment of the implementation of any Customer Request which we have agreed or confirmed to provide, carry out or implement, we may, at our discretion, impose a charge for such deferment at such rate or in such amount and calculated in such manner as we may determine.

3 DEPOSITS AND CREDIT REFERENCING

3.1 On applying or requesting for Services, we may require you to pay us a deposit in the amount set out in our Price List, as security for Dhiraagu Equipment or against non-payment of bills. The amount of the deposit shall be determined by us.

3.2 We reserve the right to impose a credit limit on your Account in respect of Usage Charges as we see reasonable. We may at our discretion bar you from making any further calls or receiving data, if you exceed such credit limit, until we have r eceived payment in respect of all outstanding charges irrespective of whether the charges have been billed or are due.

3.3 You may make a Customer Request to alter your credit limit. Any such request will be subject to review by us. We will endeavor to provide you with a response within fifteen (15) working days of receipt of your enquiry.

3.4 We may carry out a credit check on you at any time before or during this Agreement and if you do not meet our credit criteria or persistently default in paying your bills on time we may:
3.4.1 reject your application for the Services;
3.4.2 require you to pay a further deposit as is reasonable in the circumstances;
3.4.3 impose further credit limits on your Account in respect of Usage Charges as we see reasonable.

3.5 After forty five (45) working days of this Agreement ending in accordance with the provisions contained in Clause 12 we shall return (without interest) the balance of the deposit to you, less any outstanding charges or any loss or damages suffered or sustained by us as a result of any non-performance or non-observance your part of any provisions of this Agreement or any of your other Accounts with us.

3.6 A deposit does not relieve you from your obligations to pay any amounts or charges which are due and payable, nor does it constitute a waiver of our right to suspend, disconnect, or terminate the Service due to non-payment of any sums due or payable.

4 SALE AND RENTAL OF EQUIPMENT

4.1 The price for either the sale or rental of Dhiraagu Equipment and or Equipment is either set out in our Price List or can be obtained through a quotation from us. The price does not include any sales tax or any other levy or charge imposed by the Government of the Maldives, which shall be paid by you in such manner and at such rate prescribed by law.

4.2 All risks in the Equipment shall pass to you upon delivery. Unless otherwise specified delivery shall be deemed to take place when the Equipment has been delivered to you or to the location specified by you.

4.3 All dates and times specified to you for delivery of Equipment are best estimates only unless we inform you otherwise.

4.4 You are responsible for ensuring that after delivery of Dhiraagu Equipment, it is not damaged, interfered with, modified, adapted or mistreated by you or by any third party and that it is not repaired by any person other than us. Furthermore, You are responsible for the proper use of the Dhiraagu Equipment and if any Dhiraagu Equipment is damaged, lost or stolen following delivery you must pay our charges for repairing or replacing such Dhiraagu Equipment, except that you shall not be liable to pay any sums in respect of repair or replacement as a result of wear and tear of Dhiraagu Equipment. You shall notify us immediately of any such damage, loss or theft.

4.5 Until we have been paid in full for the Equipment supplied to you, you shall hold the same in a fiduciary capacity as bailee for us, and legal and beneficial title to the Equipment shall remain with us. Title to the Dhiraagu Equipment shall be retained by us at all times and you may not remove, tamper with or obliterate any identification mark attached to the Dhiraagu Equipment showing that it is our property. On all occasions when the ownership of the Dhiraagu Equipment is relevant, you shall make clear to third parties that the same is our property. You may not assign or otherwise transfer any Dhiraagu Equipment, either temporarily or permanently, to a third party without our prior consent in writing.

4.6 We shall use our reasonable endeavours to ensure that all technical information, particulars of Equipment and performance specifications and performance descriptions submitted by us are as accurate as possible, but are not to be treated as binding or as forming part of this Agreement or part of any agreement between us. We shall provide you with any user manual for the Equipment as supplied by the manufacturer.

5 INSTALLATION AND ACTIVATION

5.1 We will set a date for installation and/or activation of, Services, Equipment and/or Dhiraagu Equipment with you in advance. We will where possible keep to the installation and/or activation date, but any times specified to you are best estimates only unless we inform you otherwise.

5.2 Notwithstanding Clause 5.1, we may at your request, agree to provide special or express installation and/or activation services. For avoidance of doubt the charges for any special or express services will either be set out in our Price List or can be obtained through a quotation from us.

5.3 To install the Services, Equipment and/or Dhiraagu Equipment, we will need access to the Service Address during Our Normal Working Hours.

5.4 At your own cost, you shall supply suitable facilities necessary for the Equipment and/or Dhiraagu Equipment to be installed and operated, including but not limited to a suitable environment, a secure electricity supply and all necessary electrical and any other installations and fittings, including concealed internal wiring if required.

5.5 We shall try to install the Software, Equipment and/or Dhiraagu Equipment where you want it, but for technical and other reasons, where this may not be possible we may based on our requirements advise you where to install the Equipment and/or Dhiraagu Equipment.

5.6 We may provide special installation services to you if we are required to expand our Network.

5.7 We will cause as little disturbance as reasonably possible when carrying out any work at the Service Address and agree to make good to your reasonable satisfaction any damage that we or our Contractors may cause to the Service Address.

5.8 Depending on the Service which is to be installed you may be required to sign a Service Acceptance Form at the conclusion of the installation process signifying that the Service, Equipment and/or Dhiraagu Equipment has been installed and/or activated, tested and is fully functional.

6 ACCESS

6.1 By applying to us for Services and or by using the Services you confirm that you are the current occupier of the Service Address; and either own the Service Address or are a tenant or licensee of the Service Address under a lease, or tenancy or license and have full authority to enter into this Agreement. Also, depending on the Service we may require you to be over 18 years of age.

6.2 You give permission to us/our Contractors to:
6.2.1 carry out any work at the Service Address necessary to enable us to install, activate, maintain, repair, alter, renew or remove the Equipment and/or Dhiraagu Equipment;
6.2.2 keep the Dhiraagu Equipment at the Service Address;
6.2.3 enter the Service Address if we need to inspect or remove the Equipment and/or Dhiraagu Equipment. We will always try to give you as much advance notice as possible;
6.2.4 place and maintain lines or poles under, upon or over the Service Address;
6.2.5 you agree not to do anything or allow anything to be done at the Service Address that may cause damage to, or interfere with, the Dhiraagu Equipment or prevent our having easy access to it.
6.2.6 you agree to obtain all other consents necessary for us to carry out any work at the Service Address.

6.3 If any of our personnel, or Contractors are required to visit any Service Address to inspect, install, activate, maintain, repair, alter, renew or remove any Equipment and/or Dhiraagu Equipment used by you in connection with any Service, we shall be entitled to charge you for each visit and/or for the work carried out by our personnel and/or Contractor at any such Service Address for the purpose at such rate or in such amount and calculated in such manner as we may determine at the time unless such visit is made to repair or replace any Equipment in the discharge of any of our obligations under any warranty given by us to you with respect to that Equipment.

6.4 In the event that:
6.4.1 you cancel any appointment made with us for our personnel or Contractor to visit any Service Address to install, inspect, maintain or repair any equipment or thing; or
6.4.2 our personnel or Contractor is unable at the date and time specified in any such appointment to gain access to the Service Address or to carry out such installation, inspection, maintenance or repair for any reason not attributable to us, or our personnel, or Contractor, we may at our discretion, impose charges at such rate as may be determined by us, as a fee for the cancellation or the visit of our personnel, or Contractor to the Service Address on that date.

7 SERVICES

7.1 We agree to provide Services to you for as long as you comply with this Agreement. We will use our reasonable skill and care in providing Services, but cannot guarantee fault-free performance.

7.2 We shall maintain Services to the best of our ability. We may, because of matters outside our control or for commercial or technical reasons, need to amend the Services. We will where possible, give you reasonable notice of any such change of Service.

7.3 We may from time to time provide Services to you as part of a promotion, trial or test service. If so, we reserve the right to withdraw such promotion, trial or test service at any time without notice.

7.4 You agree that you have no proprietary right to any Service Number allocated to you including Service Numbers which we market as 'nice numbers', and we reserve the right to change in whole or in part any such numbers or codes. We may at any time terminate the availability of any Service Number or change, re-assign or replace any Service Number without giving any reason thereof.

7.5 You agree that you cannot sell or agree to transfer the Service Number provided as part of Services to anyone else without our prior approval. Should the Service Number be transferred, we cannot be held liable for the transfer of any third party services that you may have subscribed to. You shall be solely liable for any misuse, or abuse of any such third party services.

7.6 We may make available to other companies authorised to manage our directory information your name, telephone number and address and your preference for directory entry (listed or unlisted). This information will be used by them to provide directory services, either as a published telephone directory, internet listing or a public telephone enquiry and ancillary services. Where appropriate, we may disclose this information to the emergency services. Since telephone directory listings and internet publications may be compiled by third parties we cannot accept responsibility for any error or omission in any directory or internet listing unless caused by our fault. If you would like to have an unlisted service you shall pay us the charge set out in our Price List.

7.7 You agree that the telephone directory is our property and you may not reproduce it without our written consent.

7.8 Voice and data communications are transmitted over complex networks. We will make all commercially reasonable efforts to ensure your privacy while using our Network, however, privacy cannot be guaranteed and we will not be liable to you for any lack of privacy which you may experience while using the Service.

8 ATTACHMENTS

8.1 Your access to the Dhiraagu Equipment, including the wall socket when installed is permitted only to:
8.1.1 connect Equipment and/or Customer Equipment to the wall socket for normal operation. You shall be permitted to install a number of extension points in the Service Address as prescribed by us.
8.1.2 facilitate self-testing as part of the fault resolution procedure.
8.1.3 allow connection to the in-house wiring facilities by a qualified contractor.

8.2 You shall be responsible for all aspects of provisioning, maintaining and repairing Your Apparatus. We may however provide guidelines based upon quality standards criteria established by recognised telecommunications authorities. You agree that these guidelines are provided for information purposes only and that we shall have no liability for them.

9 CHARGES AND BILLING

9.1 We may subject to compliance with the applicable provisions of the Law and Regulation determine and impose charges, we reserve the right to vary or revise any or all charges and payment terms from time to time.

9.2 You shall only be charged charges in respect of the Services that you have applied or subscribed for.

9.3 Subject to Clauses 3.2 and 9.11 you shall promptly pay us all the charges and any other sums due or payable to us with respect to any of the Services (including all sums set out in any Bill) by the Due Date in accordance with the payment terms and without any set off, counterclaim, deduction or withholding whatsoever.

9.4 Whether you use Services or someone else does, you agree to pay our charges for provision of Services to you, as set out in our Price List or as notified to you and explained below:
9.4.1 Installation Charges – These are payable by you for the installation, activation and connection of the Equipment and/or Dhiraagu Equipment;
9.4.2 Special Installation Charges - These are payable by you if we provide special installation services and we shall agree with you our charges for such services.
9.4.3 Subscription Fee- These are generally payable monthly in advance for your line rental, call plan and any features.
9.4.4 Usage Charges - These are generally payable monthly in arrears and are billed at the end of the billing cycle in which they were incurred. Usage Charges shall be charged at the rates prevailing at the time of connection of the call. You are responsible for payment for all calls that are answered by fax machines, answering machines and all other forms of equipment, or facilities connected to the dialed number. The use of roaming services of licensed operators outside the Maldives is subject to the terms and conditions relating to that operator's service, including service charges, which may vary from individual operators. We shall at your request provide you with information concerning charges upon request, provided, that we have access to such information.
9.4.5 Maintenance Charges - These include our monthly maintenance charges in accordance with any specific maintenance agreement for special services that you have requested. They also include one off charges as set out in our Price List where we have attended to a fault on your request which was subsequently proved to be within the Customer Equipment. As well as our charges in cases where the Customer Equipment has damaged the System or Dhiraagu Equipment.
9.4.6 Charges for Premium Services: -Depending on the service, these may be charged in advance or in arrears in accordance with our Price List.

9.5 We may agree with you on different billing cycles depending on your typical spending levels and may change your billing date for operational reasons.

9.6 We shall prepare monthly Bills make them available on our eBill services and/or have them delivered to the billing address specified in your Dhiraagu Application Form (or such other address as you may notify us from time to time) or email address as notified by you. You must pay each Bill by the Due Date shown on that Bill. Failure to receive a Bill does not relieve you of the responsibility to pay the amount due. If you do not receive a Bill, you should contact us or check with our local office within a period of one (1) month, if no such enquiry has been made to us it shall be deemed that the Bill was properly delivered to you.

9.7 If you have agreed to pay your Bill by direct debit or credit card, you authorise us to alter your variable direct debit or credit card instruction in accordance with the charges applicable to your Services. We shall notify your bank or card issuer each billing period of the amount due.

9.8 We may charge you interest at a prescribed rate calculated in such manner as may be determined by us from time to time, on overdue amounts from the Due Date until receipt of payment.

9.9 You must pay us for all costs and/or expenses, including attorney's fees and expenses, incurred directly or indirectly in the collection of any amount which you owe us under this Agreement.

9.10 In the event that Usage Charges are not charged in real time and we subsequently become aware of such use of the Service we reserve the right to charge those Usage Charges to your Account at a later date or in a subsequent Bill.

9.11 You may make any enquiries relating to a particular Account or Bill either in person at our local office, by phone or email or in writing, within three (3) months of the date of the Bill in question. We are not obliged to consider claims that any Bill is incorrect made after the three (3) months have elapsed from the date of that Bill. However, if we agree to do so we may charge a reasonable fee for carrying out such investigation. If following any such investigation, it is found that such a Bill was in fact incorrect we shall refund you that reasonable fee.

9.11.1 We will make all reasonable efforts to conduct a review of any disputed amount, item, entry or matter and will endeavor to provide you with a response within fifteen (15) working days of receipt of your enquiry.

9.11.2 Where an item in a Bill is in dispute, you must pay any undisputed amounts before the Due Date or risk possible suspension of Services under Clause11.1.1 or termination of Services pursuant to Clause 12.4.2;

9.11.3 In case of disputes over any usage of the Services or the charges, our decision shall be based on your usage records in our System and those of any third party in providing the Services shall be final and binding.

9.11.4 We will credit (without interest) any overpayment by you with respect to any amount, item, entry or matter stated in the Bill to the relevant Account after we have completed our investigations and are satisfied as to the error or inaccuracy of that amount, item, entry or matter.

9.12 You shall bear and pay all Taxes. If you are required under the Law or the law of any jurisdiction outside Maldives to deduct or withhold any sum as Taxes imposed on or in respect of any amount due or payable to us, you shall make such deduction or with holding as required and the amount payable to us shall be increased by any such amount necessary to ensure that we receives a net amount equal to the amount which we would have received in the absence of any such deduction or withholding.

10 CHARGES FOR PRE-PAID SERVICE

10.1 You pre-pay for the Service by recharging your Account with us. You do this by purchasing additional Cards or via electronic recharge systems or any other mechanism provided by us.

10.1.1 Call Credits or Data Credits are valid for a prescribed number of days from the day that the Card is activated. Call Credits not used within the prescribed periods expire at the end of the particular period.

10.1.2 If You add additional Call Credits or Data Credits to your Account while it is active, your Account is extended as specified for that particular Card within its expiry period.

10.1.3 Call Credits or Data Credits are not refundable or redeemable for cash.

10.2 Your pre-payments are not repayable by us nor is interest payable on any credit you have with us. Each time the Service is used by you (or by someone else using the Service), the Call or Data Credits you have purchased are reduced in accordance with the Usage Charges. You agree that our records determine how much your account is recharged and the rate of use of the Service. In the event that Usage Charges are not decremented in real time and we subsequently become aware of such use of the Service we shall decrement the Usage Charges from your Account.

10.3 You must in any event recharge your account within the grace period prescribed for the last Card activated on the Account. If you do not do so your Account shall be terminated as per Clause 12.4.3 and you may lose the Service Number assigned to you. You must then obtain a new Service Number from us by paying us the charges set out in the Price List for assigning you a new Service Number.

11 SUSPENSION OF SERVICES

11.1 We may immediately suspend Services if:

11.1.1 you fail to make payment of our charges for Services or Equipment and/or Dhiraagu Equipment by the Due Date or where we provide you with a pre-paid service; you fail to recharge your Account when its balance reaches zero (0);

11.1.2 you fail to pay any deposit when requested by us;

11.1.3 you fail to satisfy us as to your creditworthiness at any time;

11.1.4 we are entitled to terminate this Agreement;

11.1.5 we need to carry out repairs, maintenance or improvements to any part of our System;

11.1.6 we believe that any apparatus used in connection with Services poses a danger to persons or property or interferes with any Services or our Network;

11.1.7 there is an emergency or in order to provide or safeguard service to a hospital or emergency or other medical services;

11.1.8 we are required to do so by any lawful authority; or

11.1.9 we believe that Services are being used fraudulently or in a way prohibited by Clause 13.

11.2 We may at our discretion restrict, suspend or terminate your use of the Service if we discover that you have a substantial outstanding balance with us from any other Account.

11.3 Where we suspend Services as a result of your breach of this Agreement, we may not restore Services unless we are satisfied that there will be no repetition of the circumstances giving rise to the suspension. In the case of non-payment by you of any of our charges we may not restore Services until you have paid us all outstanding charges, and a re-connection fee will be billed to you. We reserve the right to ask a further deposit(s) to secure your future liabilities.

11.4 You are liable to pay us for all charges billed up to the date of suspension or disconnection unless we decide otherwise.

11.5 Where the Service is suspended or terminated we are not obliged to refund any additional pre-paid Call or Data Credits held on your Account.

11.6 Nothing in this Clause 11 shall prejudice or affect any of our rights to suspend any Service, conferred by any specific terms.

12 TERMINATION OF SERVICES

12.1 You may terminate this Agreement prior to the Service Start Date by giving us written notice. We may charge you our reasonable expenses for any work that we carried out prior to receipt of your notice.

12.2 Subject to Clause12.2.1, you may terminate this Agreement by giving us written notice provided that you fulfill the relevant obligations listed in Clause 12.6.

12.2.1 We may from time to time have certain promotions or packages which will require you to have the Service for a specified length of time. If you agree to participate in such promotions or subscribe to such packages you will not be able to terminate the Agreement on notice until the expiration of such commitment period. Furthermore, should you terminate such an agreement you shall be liable pay us either for any charges for the remaining period or the difference between the standard monthly charges and the discounted monthly price multiplied by the number of months the Service was in actual use.

12.3 We may terminate any Service at any time by giving not less than fourteen (14) days written notice stating our reason(s) for the termination of the Services, provided that nothing herein prejudices or affect any of our rights to suspend or terminate any Service conferred by any relevant specific terms.

12.4 We may terminate this Agreement with immediate effect if:

12.4.1 you break or continue to break your obligations under this Agreement. In the case of minor breaches which are capable of remedy, we shall give you notice of the breach and at least seven (7) days in which to remedy the breach before we terminate this Agreement;

12.4.2 Services have been suspended pursuant to Clause 11.1.1 for a period of more than sixty (60) days;

12.4.3 we provide you with a prepaid service and you maintain a zero (0) balance beyond the expiry of the applicable grace period or you do not recharge your Account prior to the expiry of the Card;

12.4.4 you become bankrupt or insolvent;

12.4.5 you die or lack mental capacity;

12.4.6 where in the opinion of any relevant regulatory authority or law enforcement body, it is not in the public interest to continue providing Services to you for any reason whatsoever;

12.4.7 our license expires or is revoked; or

12.4.8 anything beyond our control prevents us from providing the Service for a period of more than sixty (60) days.

12.5 Nothing in this Clause 12 shall prejudice or affect any of our rights to terminate any Service, Equipment and or Dhiraagu Equipment conferred by any specific terms.

12.6 In the event of termination::

12.6.1 you shall immediately pay all sums due or accruing due or payable to us with respect to that Service, Equipment and/or the use of any Dhiraagu Equipment up to the date of termination;;

12.6.2 you shall immediately return to us all Dhiraagu Equipment used in relation to that Service in good working condition, fair wear and tear only excepted; and/or

12.6.3 we shall be entitled to charge you the cost incurred by us in repossessing or replacing of any Dhiraagu Equipment which you have failed to return to us, and/or of acquiring a replacement of any Dhiraagu Equipment which is returned to us in a damaged or defective condition.

13 USE OF SERVICES, YOUR APPARATUS, EQUIPMENT AND/OR DHIRAAGU EQUIPMENT

13.1 You must use Services, Your Apparatus, Equipment and/or Dhiraagu Equipment in accordance with our reasonable instructions notified to you in writing from time to time.

13.2 You must not use Services, Your Apparatus, Equipment and/or Dhiraagu Equipment:

13.2.1 to send any message which is defamatory, annoying, threatening, abusive, offensive, obscene, menacing or illegal;

13.2.2 fraudulently or in connection with any criminal offence, or for any purpose prohibited by statute, regulation, rule, decree, by-law, international convention or other law;

13.2.3 in a manner which causes needless anxiety or inconvenience to or infringes the rights of any other person;

13.2.4 in any manner which interferes with, modifies or adapts Dhiraagu Equipment supplied by us whether under this or any other Agreement;

13.2.5 in any manner or for any purpose which may circumvent, frustrate or diminish our right to provide telecommunications systems and Services in the Maldives;

13.2.6 in such a way as to avoid, evade or reduce payment of our standard charges for Services;

13.2.7 to provide or receive any telecommunications service which is not provided by or without our written consent;

13.2.8 in a manner which, we reasonably believe adversely affects the provision of telecommunications services to our other customers; or

13.2.9 in any manner to transmit voice or data communications to a destination outside Maldives by a telecommunications route other than that established or approved by us for that purpose, and you agree that we may block transmission of such voice or data communication over such unauthorised routes.

13.3 You agree to be responsible for any claims or liabilities arising out of your failure or failure on the part of your employees, agents, assignees, licensees or other users or third parties, to observe these conditions relating to your use or your permitted use of Services, Your Equipment while connected to our Network and/or Dhiraagu Equipment.

14 UNUSUALLY HIGH USAGE OF THE SERVICE

14.1 In exceptional circumstances, for your and our protection, we can suspend the Services if the number of calls or charges for calls made by you has increased to such an extent that it appears, in our opinion, that the Services are not being used by you in a manner consistent with your previous use.

14.2 We will make efforts to contact you before we suspend the Services, but we are not liable for any loss you may suffer if we are unable to do so or if we suspend the Services for a reason covered by this Clause 14.

14.3 If we suspend the Services, we will not provide it again until you satisfy us that you are aware of the increase in use of the Services and that you shall pay the Usage Charges relating to such increased usage. Depending to the circumstances, at our discretion we may require you to pay the outstanding charges prior to reconnection. We may in addition bar you from making international calls and/or premium rated calls if, in our opinion, the charges for such calls form a significant proportion of the Usage Charges. We will act reasonably in deciding whether to do any of these things.

15 THE DHIRAAGU EQUIPMENT

15.1 The Dhiraagu Equipment is our property and we may modify or substitute it from time to time where we have a valid reason for doing so, such as the upgrading of our Services or our Network.

15.2 You agree:

15.2.1 to keep the Dhiraagu Equipment safe, and to use it in accordance with the manufacturer's and our instructions from time to time;

15.2.2 not to sell, lend, dispose of, move, damage or otherwise interfere with the Dhiraagu Equipment;

15.2.3 to indemnify us against all costs, claims, damage, losses or expenses that we may suffer or incur as a result of any claim by a third party in relation to damage caused to the Dhiraagu Equipment by any Customer Apparatus; and

15.2.4 you must notify us immediately of any loss or damage to any part of the Dhiraagu Equipment. You are responsible for the Dhiraagu Equipment and may be charged for any loss or damage. Dhiraagu Equipment that has been lost or stolen shall be replaced in accordance with the terms of this Agreement or any specific terms as may be relevant.

16 CUSTOMER EQUIPMENT

16.1 When you subscribe to the Service but use Customer Equipment not provided by us such equipment must comply with standards to be determined by us. We can change these equipment compliance standards at any time.

16.2 If you use Customer Equipment not provided by us we can only provide the Service to you if we can programme such equipment. You agree that it is your responsibility to give us all information which we need to do this, including the name and address of the manufacturer of the equipment, and the initialisation and programming instructions for the equipment. We are under no obligation to obtain this information from the manufacturer or any other source. We cannot guarantee provision of the Service to you when you use Customer Equipment and software not supplied by us.

17 MAINTENANCE

17.1 We shall provide such maintenance and repair services as we reasonably consider necessary to provide Services or Dhiraagu Equipment.

17.2 You agree to notify us promptly of any defect in the operation of our System or Dhiraagu Equipment or provision of Services by telephoning or writing to us. We aim to respond as soon as possible during Our Normal Working Hours. If you request, we will consider working outside Our Normal Working Hours, but you must pay us our additional visit charges at our charging rates set out in the Price List or as quoted by us. Many problems can be corrected remotely without the need to dispatch a technician.

17.3 You must not repair or attempt to repair, interfere with, modify, nor adapt Dhiraagu Equipment or restore the Service nor permit anyone else to do so.

17.4 If we identify a fault in the Dhiraagu Equipment, we shall either repair or replace the faulty Dhiraagu Equipment, at our discretion, as soon as reasonably practicable.

17.5 We may charge you for our reasonable costs and expenses for attending to fault reports or in providing maintenance and repairs if the need for such maintenance arises out of:

17.5.1 misuse, neglect or damage to the Dhiraagu Equipment;

17.5.2 any fault or other problem with Customer Equipment, or other apparatus not forming part of the Equipment and or Dhiraagu Equipment; or

17.5.3 your failure to reasonably comply with the provisions of this Agreement.

17.6 Maintenance and repair services do not include maintenance of Your Equipment at the Service Address. Maintenance and repair services for Equipment shall be governed by a specific maintenance agreement.

18 WARRANTIES AND LIABILITIES

18.1 You understand that, except for certain services specifically identified as Dhiraagu services, we do not operate or control the Internet. You assume total responsibility for your use of the internet. We make no express or implied warranties, representations or endorsements regarding any merchandise, information, products or services provided through the internet.

18.2 Services are provided on an "as is" and "as available" basis without warranties of any kind, express or implied, including but not limited to warranties of title, non-infringement or implied warranties of merchantability or fitness for a particular purpose.

18.3 No advice or information given by our employees, agents or contractors (including with respect to any equipment that may be recommended for purchase and/or use with the service) shall create a warranty.

18.4 Any IP address assigned to you remains our property at all times, and we assume no liability whatsoever for any claims, damages, losses or expenses arising out of or otherwise related to any change in IP addressing. Where the Customer has a static IP address, we shall reserve the right to give at least thirty (30) days notice prior to changing that IP address, specifying why the address must be changed.

18.5 Any times specified to you for the provision of Service are best estimates only unless we inform you otherwise. We shall have no liability for any losses or other expenses sustained or incurred by you as a result of delay. You shall not be entitled to refuse acceptance of the Service as a consequence of such delay.

18.6 We do not represent, warrant, guarantee or assume any responsibility for the quality of any Service or of the signals or data transmitted as part of any Service (including but not limited to mobile phone, telephone and facsimile transmissions) and shall not be liable for any loss or damage which may be caused by the loss or mutilation of any signals or data at any stage of the transmission.

18.7 We are not liable for any lack of privacy which may be experienced when you use our Services, and your usage of the Service is an implied admission that your action tantamount to an action on grounds of privacy, as disclosing the matter yourself.

18.8 We accept liability for our failure to perform our obligations and for direct physical damage to the Service Address caused by our negligence, as provided in this Agreement. Nor do we exclude or restrict our liability for death or personal injury caused by our direct negligence or for any liabilities which cannot be excluded by law. However our liability is limited as set out in Clauses18.9 to 18.12below.

18.9 We do not warrant any item of Equipment and/or Dhiraagu Equipment in any manner; we will, however, transfer to you (to the extent permitted by the supplier) any warranty provided by such supplier, with us retaining the authority to exercise your rights there under until the discontinuation of Service. You acknowledge that any applicable warranties may be limited in terms of coverage. The express warranty and undertaking given above is the only warranty given by us and shall be our entire liability including liability for negligence in respect of the sale of Equipment.

18.10 Our aggregate liability under this Agreement is limited to the lesser of the total charges for the Service provided during the month in which such liability arises or the sum of Fifteen Thousand Maldivian Rufiyaa (MRF 15,000).

18.11 We shall not be liable for special, incidental or consequential damages, including any damages resulting from loss of use, loss of data, loss of profit or loss of business, whether arising out of or in connection with the performance of Services or arising from a tort.

18.12 Under no circumstances shall we or our affiliates be liable for any indirect, incidental, special, punitive or consequential damages that result from you or your users' use of or inability to access any part of the internet or reliance on or use of information, services or merchandise provided on or through the service, or that result from mistakes, omissions, interruptions, loss, theft, or deletion of files, errors, defects, corrupted files or viruses, delays in operation, or transmission, or any failure of performance.

18.13 Each provision in this Clause 20 operates separately. If any provision is found by a court to be unreasonable or inapplicable, the other provisions shall continue to apply.

19 TRANSFER OF SERVICE OR EQUIPMENT FROM ONE CUSTOMER TO ANOTHER

19.1 The Services and Dhiraagu Equipment are provided by us to you and you may not assign the benefit of this Agreement or otherwise transfer Services or Dhiraagu Equipment whether temporarily or permanently to a third party without our prior written approval.

19.2 You may apply for the transfer of Services and Dhiraagu Equipment to a new customer. Applications must be made to us in writing signed by both parties. Where the prospective customer is not already a customer with us, he shall be required to complete and submit a Dhiraagu Application Form to us. An application for the transfer of Services or Dhiraagu Equipment shall be treated in all respects as a new application for Services or Dhiraagu Equipment. All outstanding charges must be paid before the transfer can take place.

20 RIGHT TO DISCLOSE INFORMATION

20.1 Subject to Clause 23.2 we shall not disclose information or data relating to you, any Service Number or any Account or any other information and data which we have acquired from you, or which has been provided to us by you or your agents and/or employees, in connection with or in the course of the provision of any service unless such disclosure is permitted or required by Law or through a court order.

20.2 Unless expressly prohibited by Law or Regulation, you authorise us to use or disclose information or data relating to you, any Service Number or any Account or any other information and data which we have acquired from you, or which has been provided to us by you or your agents and/or employees, in connection with or in the course of the provision of any service, to any of our associated companies, partners, agents or Contractors, any telecommunications company, debt collection agency, any agency associated with credit referencing or fraud prevention and any regulator, in order to manage your Account and provide Services, credit control purposes, or to enable fraud and crime prevention or detection.

20.3 As part of our sales and marketing activities we and our associated companies may write to you to give you details of our other products or services available. We may also disclose your personal information to research organisations for the purpose of surveying our customers' opinions about our services. If you do not wish us to use your data for these purposes you must notify us.

20.4 You shall not and shall procure that your agents, employees or representatives do not use (other than for the purpose of utilising the Service) or disclose to any person any information relating to us or any Service or Dhiraagu Equipment which is acquired from or provided by us and/or any of our Contractors in connection with or in the course of the provision of any Service, other than information which is or has become publicly available for reasons other than through a breach of any of your obligations.

21 CHANGING THE AGREEMENT AND NOTICES

21.1 You may from time to time give us instructions in person at our offices or by telephone, website or e-mail to change any of your details given in the Dhiraagu Application Form or apply for new or upgraded Service(s) pursuant to this Agreement. We may act on your instructions or instructions purporting to be from you where we are of the view that the instructions are properly authorised, and may decline to act if we doubt that the instructions are properly authorised. In addition to the limitations set out above, you agree to indemnify and hold us harmless from and against any loss whatsoever arising out of any actions we take under such instructions. Any upgrade or downgrade in service level or any other change in Services maybe subject to a minimum period before a further change in the same Service may be implemented. The charges applicable to your changed Services will be as set out in our current Price List at the time we agree to the change.

21.2 We may from time to time change the terms of this Agreement including our charges. Where possible, we shall communicate any amendment, revision or variation of any charges, the payment terms, the prescribed rate, Price List and/or any specific terms, or this Agreement by way of email, a call or text message to your Service Number, the Bill, advertisements in the daily newspapers or on local radio or television networks, through our website or in any other manner selected by us. .

21.3 Any notice concerning this Agreement shall be in writing, and may be sent:

21.3.1 in the case of notice to us by email to 123@dhiraagu.com.mv , or post to Dhivehi Raajjeyge Gulhun Public Limited, 19 Medhuziyaraiy Magu, Male or facsimile to 3323800; and

21.3.2 in the case of notice to you, by post or facsimile to the address or facsimile number or to the email address provided by you in your Dhiraagu Application Form.

Notice shall, in the case of notice by post be deemed to be effective ten (10) days from the date of dispatch of post, and in the case of notice served via email 24 hours after transmission. Notwithstanding the above, we may give notice to you (other than with respect to termination) by including appropriate notification in your monthly Bill, advertisements in the daily newspapers, through our website or in any other manner selected by us.

22 GENERAL

22.1 Neither party shall acquire a right or interest in the other's name in trademark, trade-names or other proprietary identifying symbols. You shall not shall use our Intellectual Property or permit any person to use any our Intellectual Property.

22.2 We shall not be liable to you if the performance of any of our obligations contained in this Agreement is delayed or prevented by matters outside our reasonable control. Such matters include, but are not limited to, disruption of any international lines or facilities of third parties, fire, flood, hurricane, lightning, tsunami, earthquakes, severe weather conditions, explosions, failure of power supply, industrial disputes, civil disorder, war or acts of terrorism or vandalism and actions or omissions of third parties who we are not responsible for including other telecommunication providers, local or national government and any other competent authority.

22.3 You may not transfer or try to transfer or assign any of you rights and responsibilities under this Agreement without our prior written approval. We may transfer any of our rights without your permission, provided the level of service you now receive is not reduced as a result.

22.4 If you telephone us your call may be monitored or recorded so that we may manage your Account or the Service. We are not liable for any lack of privacy which may be experienced with regard to the Service.

22.5 For your own protection, you must keep confidential the electronic serial number of your phone, any lock code(s) associated with your phone, your voice mail access number and any other password, personal identification or security codes. You shall be solely responsible for all charges made to your account, and for any loss and damage which you suffer if you fail to comply with this section.

22.6 The parties are independent contracting parties, and this Agreement shall not constitute the parties as principal and agent, partners, joint ventures, or employer and employee.

22.7 In the event that one or more of the provisions herein is for any reason held to be illegal or unenforceable, this Agreement shall be revised only to the extent necessary to make such provision(s) legal and enforceable; provided, however, and that this Agreement as revised is consistent with the parties' original intent.

22.8 Either party's failure to insist upon strict performance of the terms of this Agreement or to exercise any rights or remedies hereunder shall not waive any of its rights to require strict performance of such terms, to assert any of the same rights, or to rely on any such terms any time thereafter.

22.9 This Agreement is subject to and construed in accordance with the laws of the Republic of Maldives and the parties hereby submits to the exclusive jurisdiction of the Courts of the Republic of Maldives with respect to any and all claims and disputes between the parties relating to or arising from the this Agreement.

22.10 This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and it supersedes all prior or contemporaneous oral or written agreements, understandings and representations, and can be modified only in writing by the parties. It is our intention that all the terms of the Agreement between us shall be in writing and you should ask for any variations or special terms to be recorded in writing. The terms and conditions herein may be translated into Dhivehi, but in the event of any inconsistency or uncertainty arising there from, this English version shall prevail over any other version.